1867-004 Chancery Causes: Abraham Andis vs. John Arey
Lee Co.

Ct. Debt
T - Property

To the Worshipfull, the County Court of Lee County Virginia.

The Bill of Complaint of Abraham Andis of said County respectfully represents, that on the 18th day of August 1857, he executed to one Eli B. Crockett, a deed of trust to secure a debt of about $100.00 more or less which he then owed to one John Arey, said deed provided that if said debt, principle & interest was not paid on or before the 15th day of November next after the date, that then it should be lawfull for said Trustee to sell the articles as conveyed, and out of the proceeds to pay said debt, principle, interest, and the costs of preparing said deed & of selling, and 5 per Cent to said Trustee for his trouble. A Copy of said Trust deed is herewith filed as part of this Bill, and marked (A). At the time of the execution of said Trust deed by your Orator a contract was made between your Orator and said Arey in relation to the crop of Corn embraced in said deed of trust. Said Arey agreed with your Orator to give him for the same, whatever might be the market price per bushel in that neighborhood in satisfaction of said trust deed. This Contract was a mere verbal contract. But said Arey, in violation of said agreement, before said Corn was gathered forced a sale of your Orator's property under said Trust deed, after the execution of said trust deed, and on the day fixed for the sale under said trust your Orator and said Arey settled their own individual accounts and your Orator fell in his debt $, and said Arey had become bound for a debt your Orator owed to Elbert S. Martin of principle & interest about $. He had also become bound for a debt owed by your Orator to A R. Dickinson of $.

which said debts had been placed in the hands of Wm W. Sage, a Constable of said County of Lee for Collection. The said debts, principle, interest & costs, and the debt owed by your Orator to said Arey, amounted in the aggregate to the sum of $87.03. at the time of the sale aforesaid said Trustee sold among various other articles, two hundred bushels of Corn at a venture, (every person present thinking there would be that much to your Orator's half of the Corn in the field.) said Corn was sold without being gathered. Said Arey became the purchaser of the supposed 200 bushels; One hundred at 29¾ cents per bushell and one hundred bushels at 28 Cents per bushel. Your Orator then hired said Arey to gather said Corn, who was to gather the same in about two weeks. Your Orator also hired a hand to help him measure said Corn when he had gathered the same. But said Arey did not Comply with his Contract in this respect but delayed gathering said Corn until some time about the 28 & 29 days of the next April thereby leaving the Corn in the field, exposed to destruction & waste, throughout the winter. Your Orator avers that said Corn was greatly wasted and destroyed during that time. When he gathered and measured said Corn he gave an account of 150 bushels of sound Corn. He now contends that there was only 100 bushels of sound Corn and 40 bushels of nubbins & rotten Corn, and is urging a sale under said trust deed to make up for the lack of Corn. The Court will see a statement of the amount of property sold and a calculation of the debt endorsed on said deed of Trust. Your Orator is satisfied that if the Corn had been gathered at the proper & measured properly time there would have been 200 bushels or more to his part of said Corn. The market price of Corn was at that time from 40 to 50 Cents. If said Arey had stood up to his Contract, in relation to taking said Corn at the market price, it would about have paid the debt owed by your Orator to said Arey. Said Arey is now seeking to further harrass your Orator by selling again under said trust deed, thereby Committing a great fraud on your Orator, when said trust is fully paid & satisfied.

Your Orator being without an adequate remedy at Common law, and relievable only in Equity, his prayer therefore is that said John Arey ~~and said Trustee & Elisha Crockett~~ be made parties Defendant to this bill, that said Arey be required to answer the same on oath fully & completely & truly; that an injunction be issued to restrain said Arey and said Trustee Crockett and all others interested from all further proceedings to enforce said trust, until the further order of the Court, that an account be directed to ascertain how much has been paid on said trust deed; that on final hearing said injunction be made perpetual with Costs to Your Orator, and that such other & final relief be granted to your Orator, as is suited to his Case and Consistent with Equity, and Your Orator will ever pray &c.

May the Commonwealth's writ of Sp[illegible] issue &c.

Sharp for Pltff

Sworn to in open court by Abraham Andis this 15th day of August 1859

A J Morgan Cl

Changed to Nov 1865
(349)

A Andis
vs } Bill, Injunction
John Arey

1859. Aug: Tem injunction granted, on the condition of the Dft. giving bond in the penalty of $500
" Sept. Dem ni si
" Oct Continued
" Nov Continued
" Dec. Continued
1860 Jan, Feb. March April & May, Cont,
" June July Continued
" aug Sept. Continued
" October Continued
" Nov. Continued
" Dec. Continued
1861 Jan Continued
" Feb. Mar apl & May Cont, June, July, aug, Sept, Oct Nov. Dec. Continued
1862 Jan Feb, March & throughout this year - Continued
1863 - Continued this year
1864 Continued this year also
1865 - Continued this year likewise
1866 - Jan, Feb. March, April May June July aug Sept. Oct Nov & Dec Cont.

1867. Jan. Feb. March April May June July aug. Continued Sept. Dismissed

Know all Men by These Presents, That We Abraham Andis & John W M Ely are held and firmly bound unto John Ary in the just and full sum of Fifty dollars to be paid unto the said John Ary his certain attorney, his executors and administrators or assigns; for the payment whereof, well and truly to be made, we bind ourselves our heirs, executors and administrators, jointly and severally, firmly, by these presents, Sealed with our seals, and dated this 19th day of September 1859.

The Condition of the above obligation is such, that whereas, the above bound Abraham Andis has obtained from the Justices of the County Court of Lee, an injunction to stay, until the further order of the said Court, all further proceedings on a Deed of Trust, executed by the said Andis to E.B. Crockett Trustee for the benefit of the said Ary, on the 18th day of August 1857

Now if the said Andis & shall well and truly pay and satisfy the judgment of the Court aforesaid, and also, all such costs and damages as shall be awarded against him in case the injunction aforesaid shall be dissolved, then this obligation to be void, otherwise to remain in full force and Virtue,

Teste
A J. Morgan Cl

Abraham Andis (Seal)
J.W.M. Ely (Seal)

Abraham Andis

vs. Injunction Bond

John Arey